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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III

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IN THE MATTER OF:

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EPA REGION III, PHILA. PA

NORTH PENN AREA 5 SUPERFUND SITE

Docket No. CERC-03-2014-0060AC

Constantia Colmar, Inc. and Stabilus, Inc.,

Respondents

Proceeding Under Sections 104, 106, and 122
of the Comprehensive Environmental
Response, Compensation, and Liability Act,
42 U.S.C. §§ 9604, 9606, and 9622(a)

**ADMINISTRATIVE SETTLEMENT AND ORDER ON CONSENT
FOR REMOVAL RESPONSE ACTION**

The parties to this Administrative Settlement and Order on Consent ("Settlement Agreement"), Constantia Colmar, Inc. ("Constantia"), Stabilus, Inc. ("Stabilus") [collectively, the "Respondents"], and the United States Environmental Protection Agency ("EPA"), having agreed to the entry of this Settlement Agreement, it is therefore ordered, that:

I. JURISDICTION AND GENERAL PROVISIONS

1. This Settlement Agreement is issued by EPA pursuant to the authority vested in the President of the United States by Sections 104, 106, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), 42 U.S.C. §§ 9604, 9606, and 9622. This authority was delegated to the Administrator of EPA by Executive Order No. 12580, 52 Fed. Reg. 2923 (January 29, 1987), and further delegated to the Director of the Hazardous Site Cleanup Division, EPA Region III. This Settlement Agreement pertains to the Constantia manufacturing facility located at 92 County Line Road in Colmar, Pennsylvania ("the Facility"), formerly operated by Stabilus. Constantia is engaged in business at the Facility, which is part of Operable Unit 2 ("OU2") at the North Penn Area 5 Superfund Site (the "Site"), where Stabilus has been performing Remedial Design in preparation for implementing a Record of Decision issued by EPA on September 7, 2011.

2. All terms and conditions of this Settlement Agreement, including any modifications agreed to in accordance with Paragraph 98, are required by this Settlement Agreement. Respondents agree to undertake all actions required by the terms and conditions of this Settlement Agreement ("the Work") and to comply with all such terms and conditions.
3. In accordance with Sections 104(b)(2) and 122(j)(1) of CERCLA, 42 U.S.C. §§ 9604(b)(2) and 9622(j)(1), EPA notified the United States Department of the Interior and the Commonwealth of Pennsylvania on September 10, 2004, of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under State and Federal trusteeship. EPA updated this notification on September 14, 2011.
4. The Work, as defined in Section XXIV, shall be consistent with the National Oil and Hazardous Substances Pollution Contingency Plan, as amended ("NCP"), 40 C.F.R. Part 300, and CERCLA.
5. Respondents shall finance and perform the Work in accordance with this Settlement Agreement and all work plans and other plans, standards, specifications, and schedules set forth herein or developed by Respondents and approved by EPA pursuant to this Settlement Agreement. In addition, Respondents shall reimburse EPA for oversight costs, as provided in this Settlement Agreement.
6. Respondents consent to and will not contest EPA's authority or jurisdiction to issue or to enforce this Settlement Agreement.
7. Respondents agree not to challenge the remedy selected in this Settlement Agreement.

II. STATEMENT OF PURPOSE

8. In entering into this Settlement Agreement, the mutual objectives of EPA and Respondents are to conduct a removal action, as defined in Section 101(23) of CERCLA, 42 U.S.C. § 9601(23). The purpose of the removal action is to investigate and evaluate the potential for exposure of persons in the Facility to hazardous substances released via vapor intrusion, to address, if necessary, potential exposure through installation of a full-building vapor intrusion mitigation system, and to ensure the effectiveness of the vapor intrusion mitigation system.

III. FINDINGS OF FACT BY EPA

9. Constantia is a corporation organized under the laws of the Commonwealth of Pennsylvania, with its principal place of business located at 92 County Line Road in Colmar, Pennsylvania.
10. Stabilus is a corporation organized under the laws of the State of Delaware, with its principal place of business located at 1201 Tulip Drive in Gastonia, North Carolina. Stabilus is a successor to the Stabilus Division of the Gas Spring Corporation.

11. In 1979, the Gas Spring Corporation built the Facility and its Stabilus Division began manufacturing gas pistons or shock absorber type "springs," utilized in automobile hatchbacks, gates, and trunks. Gas Spring leased the Facility from County Line Land Corporation ("CLL Corp.") and later from CLL Corp.'s successor, County Line Land Limited Partnership ("CLLLP"). Gas Spring used trichloroethene ("TCE"), which it stored in a 1,000-gallon tank at its Facility until 1985, as a cleaner in its process. It purchased TCE from Baron Blakeslee, Inc. ("Baron Blakeslee"), later Honeywell International, Inc., which also leased the 1,000-gallon tank to Gas Spring and disposed of Gas Spring's spent TCE. Beginning in 1985, when the 1,000-gallon tank was removed, Gas Spring purchased and received TCE in 55-gallon drums from Baron Blakeslee.
12. In 1980, Baron Blakeslee experienced a spill of TCE at the loading dock of the Gas Spring/Stabilus facility.
13. Gas Spring/Stabilus ceased operations at the Facility in 1998. In 1999, CLLLP sold the Facility to H&N Packaging, Inc., later known as Constantia Colmar, which currently operates a package and label-printing business at the Facility.
14. The Facility is comprised of approximately 7 acres within OU2 at the Site, including a structure of approximately 70,000 square feet ("Facility Building"). The Site was added to the National Priorities List ("NPL") on March 31, 1989, as a result of the release or threatened release of volatile organic compounds ("VOCs"), including TCE, in groundwater at the Site.
15. On September 7, 2011, EPA issued a Record of Decision ("2011 ROD") which selected an interim remedy to address TCE contamination in the overburden at OU2 at the Site. The ROD requires further delineation of the overburden TCE contamination plume and the application of enhanced bio-augmentation to reduce TCE concentrations in areas of the plume exceeding 100 µg/L.
16. On June 29, 2012, EPA issued a Unilateral Administrative Order to Respondents and ZF Sachs Automotive of America, requiring them to implement the 2011 ROD.
17. As part of the remedial design for implementation of the 2011 ROD, Stabilus conducted sampling to further delineate the overburden TCE contamination plume. Analysis of a sample taken on the Facility proximate to the rear of the Facility Building revealed TCE concentrations of greater than 7,000 µg/L. (See Sample TW19 on Figure 1).
18. The Vapor Intrusion Screening Level ("VISL") calculator referenced in EPA's November 2002 *Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils (Subsurface Vapor Intrusion Guidance)* ("VI Guidance") and found at <http://www.epa.gov/oswer/vaporintrusion/guidance.html#Item6>, indicates that if TCE exists in groundwater beneath the Facility Building at the levels observed in TW19 (i.e., greater than 7,000 µg/L), TCE may be present in the air inside the Facility Building at 2,820 µg/m³, which would present a cancer risk of 9.4E-04 and a Hazard Quotient

("HQ") (non-cancer risk) of 320 under a long-term industrial exposure scenario. These risks exceed EPA's range of acceptable risk for cancer (1E-04 to 1E-06) and non-cancer (HQ=1) endpoints.

19. Acute or short-term exposure to TCE from vapor intrusion can pose significant non-cancer risks to human health, including, among other things, fetal cardiac malformations and toxicity to the immune system. Chronic or long-term exposure to TCE from vapor intrusion can pose both non-cancer risks, including impacts on the central nervous system, and cancer risks.
20. TCE is listed as a hazardous substance at 40 C.F.R. § 302.4.
21. Based on the information described above, EPA has determined that a response action is appropriate at the Facility because conditions there meet the criteria set forth at Section 104(a)(1) and (b)(1) of CERCLA, 42 USC § 9604(a)(1) and (b)(1).

IV. CONCLUSIONS OF LAW

22. The Facility is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
23. Respondents are "persons" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
24. TCE is a "hazardous substance" within the meaning of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), because it is listed at 40 C.F.R. § 302.4.
25. "Hazardous substances," as that term is defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and 40 C.F.R. § 300.5, have been disposed of, deposited, stored, placed, or have otherwise come to be located on, and remain at, the Site, including the Facility.
26. The presence of hazardous substances at the Facility and the past, present, and/or potential migration of hazardous substances from the Facility constitutes an actual and/or threatened "release" as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).
27. Respondent Constantia Colmar is an "owner or operator of a vessel or a facility" (the Facility) within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).
28. Respondent Stabilus is a "person who at the time of disposal of any hazardous substance owned or operated any facility (the Facility) at which such hazardous substances were disposed of" within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).
29. EPA has determined that the Respondents are liable under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

V. DETERMINATIONS

Based on the Findings of Fact and Conclusions of Law set forth above EPA has determined that:

30. There is an actual and/or substantial threat of release of hazardous substances into the environment at the Facility that may present an imminent and substantial endangerment to the public health or welfare or the environment.
31. The Work is necessary to identify the extent of the risks to the public health or welfare or to the environment posed by the release or threat of release and to protect the public health and welfare and the environment.
32. Because there may be a threat to public health or welfare or the environment, a removal action is appropriate to abate, minimize, stabilize, mitigate or eliminate the release or threat of release of hazardous substances at or from the Site.
33. EPA has determined that, with respect to Respondents, the conditions required by Sections 104(b)(1) and 122(a) of CERCLA, 42 U.S.C. §§ 9604(b)(1) and 9622(a), have been met.

VI. PARTIES BOUND

34. This Settlement Agreement shall apply to and be binding upon EPA and its agents, and upon Respondents and their agents, successors, and assigns. Neither a change in ownership or corporate or partnership status of Respondents, nor a change in ownership, operation or control of the Facility, shall in any way alter Respondents' responsibilities under this Settlement Agreement.
35. In the event of any change in ownership, operation or control of the Facility, Respondents shall notify EPA in writing at least thirty (30) calendar days in advance of such change and shall provide a copy of this Settlement Agreement to the transferee in interest of the Facility prior to any agreement for transfer.
36. In the event that either Respondent files for or is placed into bankruptcy, or in the event that either Respondent files for dissolution as a corporation or is involuntarily dissolved, that Respondent shall notify EPA within three days of such event.
37. Respondents shall provide a copy of this Settlement Agreement to all contractors, subcontractors, supervisory personnel, laboratories, and consultants retained by Respondents to conduct any portion of the Work to be performed by Respondents pursuant to this Settlement Agreement. Respondents shall require in any and all contracts related to the Facility that the Work that is the subject of such contract be performed within the time and in the manner set forth in this Settlement Agreement.

38. The undersigned representatives of Respondents certify that they are fully authorized to enter into the terms of this Settlement Agreement and to execute and legally bind Respondents to this Settlement Agreement.
39. Respondents are jointly and severally liable for compliance with the provisions of this Settlement Agreement. All references to "Respondents" herein shall mean each and every Respondent, both collectively and individually. The failure by either of the Respondents to comply with all or any part of this Settlement Agreement shall not in any way excuse or justify noncompliance by the other Respondent. Further, the compliance by either Respondent with all or part of this Settlement Agreement shall not in any way excuse or justify noncompliance by the other Respondent.

VII. NOTICE TO THE STATE

40. Notice of issuance of this Settlement Agreement has been given to the Commonwealth of Pennsylvania pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

VIII. RESPONSE ACTION PLAN DEVELOPMENT AND IMPLEMENTATION

41. Respondents shall commence and complete performance of the following response action within the time periods specified herein.
42. Within five (5) business days of the Effective Date of this Settlement Agreement, Respondents shall notify EPA in writing of the identity and qualifications of the contractor, subcontractor, supervisory personnel, and other persons who will be primarily responsible for developing the Response Action Plan ("RAP") required by this Section. Respondents shall further notify EPA in writing of the identity and qualifications of all contractors, subcontractors, supervisory personnel, and other persons selected by Respondents who will conduct all or any portion of the response action no less than five (5) days prior to commencement of the response action to be performed by such persons. Respondents shall ensure that all contractors, subcontractors, supervisory personnel, and other persons retained to perform the response action shall meet the applicable Occupational Safety and Health Administration ("OSHA") requirements as defined in 29 C.F.R. § 1910.120. Respondents' selection of all contractors, subcontractors, supervisory personnel, and other persons who will perform the response action, Respondents' Project Coordinator designated pursuant to Section IX, and any replacements to any such persons are subject to disapproval by EPA at any time. In the event of any such disapproval by EPA, Respondents shall notify EPA within five (5) calendar days of receipt of such EPA disapproval of the person(s) who will replace the one(s) disapproved by EPA. If a person's selection is disapproved by EPA, that person shall not perform such specified response action.
43. Respondents shall accomplish the following items:

- a. Perform sub-slab soil gas sampling in the rear one-third of the Facility Building, designated on Figure 2 in at least six (6) locations. If any sample contains TCE exceeding $29 \mu\text{g}/\text{m}^3$, Respondents shall either:
 - (1) perform sub-slab sampling for the remainder of the Facility Building as well as indoor air sampling for the entire Facility Building; or
 - (2) in coordination with EPA, develop and implement a vapor intrusion mitigation system for the entire Facility Building. The vapor intrusion mitigation system shall be properly tested to ensure that the system is operating effectively and the resultant indoor air concentrations of TCE do not pose a health hazard.
- b. Provide site-specific health and safety measures, including preparation and implementation of a Health and Safety Plan ("HASP"), for actions to be performed at the Facility, to protect the health and safety of workers, other personnel, and the public from the hazardous substances and work-related health and safety hazards during performance of the response action specified herein. The HASP shall, as appropriate, provide for proper decontamination of personnel and equipment, monitoring and control of off-site migration of hazardous substances during the performance of activities at the Facility, and protection of public health from exposure to hazardous substances during the conduct of activities at the Facility pursuant to this Settlement Agreement. Health and safety requirements in the HASP shall be at least as stringent as those set forth in Occupational Safety and Health Administration and EPA requirements, including, but not limited to, requirements contained in 29 C.F.R. § 1910.120 and EPA Standard Operating Safety Guides (July 5, 1988);

44. Within ten (10) business days of the Effective Date of this Settlement Agreement, Respondents shall submit to EPA for approval a RAP detailing the response action to be implemented for the items specified in Paragraph 43 above. To the extent that information concerning the details of a particular item does not yet exist so that it can be described in the RAP, the RAP shall set forth an expeditious schedule and plan for submittal of RAP supplement(s) to EPA for approval, which supplement(s) shall fully detail such items. All references to the review, approval, and enforcement of the RAP shall also be applicable to any RAP supplement(s). The RAP shall include, among other things, a schedule for expeditious performance of the response actions required by this Settlement Agreement. The RAP shall be consistent with the NCP and shall be subject to approval by EPA according to the provisions of Paragraphs 45 and 49 below. The RAP shall include, among other things, a Sampling and Analysis Plan, which includes, but is not limited to, the following elements:

- a. A map of the TCE groundwater plume contours at OU2 at the Site, using the most recent sampling data, which also includes the Facility Building. The map should delineate the $5 \mu\text{g}/\text{L}$ contour, as well a buffer zone of 100 feet surrounding the TCE 5

µg/L contour. Any other known sources of contamination (such as soil contamination) should be included on the map;

- b. A floor plan of the Facility Building on which should be indicated the locations where all sub-slab and potential indoor air samples will be collected. Enough samples must be collected to assure adequate representation of the subsurface beneath the footprint of the building based on building construction and use;
 - c. A description of the proposed number and sampling locations for all samples (sub-slab and indoor air), including the number of duplicate samples;
 - d. A description of the equipment and methodology to be used to collect the samples;
 - e. Standard Operating Procedures ("SOPs") to be used for all sampling, which include a description of flowrates, purging of equipment, and leak-testing of the equipment train and sampling ports for sub-slab sampling. These SOPs should also include the specific details of leak-testing to determine whether the ports have been adequately sealed; and
 - f. A comprehensive list of all contaminants of concern for OU2 at the Site, which is available in the 2011 ROD. A table should be provided which incorporates the detection limits for each contaminant, the laboratory reporting limits for Method TO-15, and appropriate Inhalation Regional Screening Levels (RSLs) for each compound of concern. The table should list both the Industrial Inhalation Cancer Risk Screening Level ("RSL") at $1E-06$ and the Industrial Inhalation Non-Cancer values at an HI = 0.1;
45. EPA will review the RAP and notify Respondents of EPA's approval or disapproval of the RAP. In the event of disapproval, EPA will specify the deficiencies in writing. Respondents shall respond to and correct the deficiencies identified by EPA and resubmit the RAP to EPA within five (5) business days of receipt of EPA disapproval or such longer time as may be specified by EPA in its discretion. Exercise of EPA's discretion with respect to such period shall not be subject to the dispute resolution procedures set forth in Section XII of this Settlement Agreement. Approval, disapproval, or modification by EPA of the subsequent RAP submission shall be according to the provisions of Paragraph 49 below.
46. Within five (5) business days of receipt from EPA of written approval to proceed with implementation of the EPA-approved RAP ("written approval to proceed"), Respondents shall commence implementation of such RAP and complete it in accordance with the RAP and the schedule therein. In the event EPA determines that any portion of the response action performed is deficient, and EPA requires Respondents to correct or re-perform such portion of the response action pursuant to this Settlement Agreement, Respondents shall correct or re-perform such response action or portion of the response action in accordance with a schedule provided by EPA.

47. Beginning on or before the tenth day of the month after receipt of EPA approval of the RAP and every thirty (30) calendar days thereafter, or such longer interval as may be determined in writing by the EPA Project Coordinator designated pursuant to Section IX, and until EPA advises Respondents that the Work is complete, Respondents shall provide EPA with a progress report for each preceding thirty-day period or if applicable, the longer period specified in writing by the EPA Project Coordinator. The progress reports shall include, at a minimum: (i) a description of the response action completed and the actions that have been taken toward achieving compliance with this Settlement Agreement; (ii) a description of all data anticipated and activities scheduled for the next thirty (30) calendar days or, if applicable, the longer period specified in writing by the EPA Project Coordinator; (iii) a description of any problems encountered or anticipated; (iv) any actions taken to prevent or mitigate such problems; (v) a schedule for completion of such actions; (vi) copies of all analytical data received during the reporting period; and (vii) all modifications to the response action, RAP, and schedule made in accordance with Sections XIV and XIX of this Settlement Agreement during the reporting period.
48. Documents, including plans, reports, sampling results, and other correspondence to be submitted pursuant to this Settlement Agreement, shall be sent to the EPA Project Coordinator designated pursuant to Section IX.
49. All reports, plans, approval letters, specifications, schedules, and attachments required by this Settlement Agreement are subject to EPA approval and shall be deemed incorporated into this Settlement Agreement upon approval by EPA. In the event that EPA approves a portion of the RAP, report, or other item required to be submitted under this Settlement Agreement, the approved portion shall be enforceable under this Settlement Agreement. In the event of conflict between this Settlement Agreement and any document attached hereto, incorporated in, or enforceable hereunder, the provisions of this Settlement Agreement shall control. In the event that EPA disapproves any required submission, EPA will (a) specify the deficiencies in writing, and/or (b) submit its own modifications to Respondents to accomplish the Work outlined in Paragraph 43 above. Respondents shall amend and submit to EPA a revised submission that responds to and corrects the specified deficiencies within five (5) business days of receipt of EPA disapproval or such longer time as may be specified by EPA in its discretion. Exercise of EPA's discretion with respect to such period shall not be subject to the dispute resolution procedures set forth in Section XII of this Settlement Agreement. In the event that EPA submits its own modifications to Respondents, Respondents are hereby required to incorporate such modifications. Any non-compliance with EPA-approved reports, plans, specifications, schedules, attachments, or submission of deficient revisions following EPA disapproval, or non-compliance with an EPA-required modification, shall be considered a failure to comply with a requirement of this Settlement Agreement. Determination(s) of non-compliance will be made by EPA.
50. In addition to the information and documents otherwise required by this Settlement Agreement, Respondents shall provide to EPA, upon EPA's written request, any and all information and documents in their possession, custody, or control related to the Site including, but not limited to, Site-related analytical data (including raw data); Site-related

safety data; Site monitoring data; operational logs related to the Work; copies of all hazardous waste manifests (including copies of all hazardous waste manifests signed upon receipt of the hazardous wastes by a licensed treatment, storage, or disposal facility); the identity of treatment, storage, and/or disposal facilities used; the identity of transporters used; the identity of any contractors, subcontractors, and supervisory personnel used; information and documents concerning Respondents' compliance with Quality Assurance and Quality Control requirements of this Settlement Agreement; and information and documents relating to any project delays related to the Work. Nothing herein shall be interpreted as limiting the inspection and information-gathering authority of EPA under CERCLA and all other applicable Federal law.

51. Within twenty-eight (28) calendar days of the date Respondents conclude that they have completed implementation of the RAP and the items identified in Paragraph 43, Respondents shall submit a written Final Report to EPA, subject to EPA approval described in Paragraph 49 above. The written report shall detail the work undertaken to implement the RAP and the items identified in Paragraph 43 of this Settlement Agreement and shall be certified by Respondents in accordance with the terms of Section XXII of this Settlement Agreement. EPA will review the adequacy of Respondents' implementation of the RAP and accomplishment of items specified in Paragraph 43 above. EPA will notify Respondents, in writing, of any discrepancies in the Final Report or deficiencies in the execution of the RAP and the items identified in Paragraph 43 and the actions required to correct such discrepancies or deficiencies. Within five (5) business days of receipt of notification by EPA, or as otherwise specified by EPA, Respondents shall, as directed by EPA, amend the Final Report, develop an additional plan, or amend the existing RAP to address such discrepancies or deficiencies. Any additional plan or amendment to the RAP will be subject to the approval procedures outlined in Paragraphs 45 and 49 above. Respondents shall perform all actions approved by EPA in a manner consistent with the NCP and all applicable Federal laws and regulations, as required by the NCP.
52. Respondents shall not handle or remove any hazardous substances from the Facility in connection with the Work required by this Settlement Agreement except in conformance with the terms of this Settlement Agreement including, without limitation, all applicable Federal, State and local laws and regulations, as required by the NCP. Any transfer of hazardous substances, pollutants, and contaminants from the Facility to an off-site facility required by this Settlement Agreement shall be performed in accordance with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3). In addition, any transfer of hazardous substances, pollutants and contaminants from the Facility to an off-site facility for treatment, storage, or disposal required by this Settlement Agreement shall be performed in accordance with 40 C.F.R. § 300.440.
53. Respondents shall not commence any Work except in conformance with the terms of this Settlement Agreement. Respondents shall not commence implementation of the RAP developed hereunder until receiving written EPA approval to proceed pursuant to Paragraph 45. No Respondent shall interfere in any way with the performance of Work in accordance with this Settlement Agreement by any other Respondent(s), nor may any

Respondent impede or prevent any other Respondent(s) from reasonable access to any area of the Site to comply with the requirements of this Settlement Agreement.

54. Respondents shall immediately notify EPA's Project Coordinator, the EPA National Response Center [(800) 424-8802], and any other party required by law in the event of any action or occurrence during the pendency of this Settlement Agreement that causes or threatens to cause an additional release of hazardous substances, pollutants, or contaminants on, at, or from the Facility, or that may create a danger to public health, welfare or the environment.
55. In the event that EPA believes that response action or other activities at the Facility by Respondents are causing or may cause a release or potential release of hazardous substances, or are a threat to public health or welfare or to the environment, EPA may, in its discretion, immediately halt or modify such response actions or other activities to eliminate or mitigate such actual or potential releases or threats.

IX. DESIGNATED PROJECT COORDINATORS

56. Respondents shall designate a Project Coordinator and shall notify EPA of such designation no later than five (5) calendar days after the Effective Date of this Settlement Agreement. Designation of a Project Coordinator shall not relieve Respondents of their obligation to comply with the requirements of the Settlement Agreement. Respondents' Project Coordinator shall be a technical and/or managerial representative of Respondents and may be a contractor and/or consultant; provided, however, Respondents' Project Coordinator shall not be its legal representative in this matter. The Project Coordinator for EPA designated pursuant to this Section and the Project Coordinator for Respondents shall be responsible for overseeing the Work. To the maximum extent possible, communications between Respondents and EPA and all documents concerning the activities performed pursuant to the terms and conditions of this Settlement Agreement, including plans, reports, approvals, and other correspondence, shall be directed to the Project Coordinators.
57. The Project Coordinator for EPA is:
- Sharon Fang
Remedial Project Manager
U.S. Environmental Protection Agency
Eastern Pennsylvanian Remedial Branch (3HS21)
1650 Arch Street
Philadelphia, PA 19103-2029
(215) 814-2631
58. Respondents shall have the right to change their Project Coordinator. Such a change shall be accomplished by notifying the EPA Project Coordinator in writing at least five (5) calendar days prior to the change.

59. EPA shall have the right to change its Project Coordinator at any time without prior notice to Respondents. EPA's intent is to notify Respondents as soon as practicable following any such change of its Project Coordinator.
60. The absence of the EPA Project Coordinator from the Facility shall not be cause for the stoppage or delay of the Work, except when such stoppage or delay is specifically required by EPA.
61. The EPA Project Coordinator shall have the authority to halt or modify the Work or other activities performed by Respondents at the Facility in order to eliminate a release or threat of release of hazardous substances. Such direction by the EPA Project Coordinator may be given verbally or in writing. If such direction is given verbally, the EPA Project Coordinator will later memorialize such direction in writing.

X. QUALITY ASSURANCE

62. Respondents shall use quality assurance, quality control, and chain of custody procedures in accordance with the following documents while conducting all sample collection and analysis activities required by this Settlement Agreement:
 - a. *EPA NEIC Policies and Procedures Manual* (EPA Document 330/9-78-001-R (revised November 1984));
 - b. *Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans* (QAMS-005/80 (December 1980)); and
 - c. *QA/QC Guidance for Removal Activities* (EPA/540/G-90/004 (April 1990)).
63. Respondents shall consult with EPA in planning for, and prior to, all sampling and analysis required by the approved RAP. Respondents shall use a laboratory(-ies) that has a documented Quality Assurance Program that complies with EPA guidance document QAMS-005/80.

XI. ACCESS

64. As of the Effective Date of this Settlement Agreement, Respondent Constantia shall provide to EPA and its employees, agents, consultants, contractors and other authorized and/or designated representatives, and to Respondent Stabilus, for the purposes of conducting or overseeing the Work, access to all property operated or controlled by Respondent Constantia wherein the Work must be undertaken. Such access shall permit EPA and its employees, agents, consultants, contractors, and other authorized and designated representatives to conduct all activities described in Paragraph 65 of this Settlement Agreement.
65. In accordance with law and regulation, as appropriate, EPA and its employees, agents, contractors, consultants, and other authorized and designated representatives shall have

the authority to enter and freely move about the location where the response actions or the Work is being performed at all reasonable times for the purposes of, inter alia: inspecting the Work and the records, operating logs, and contracts related to the Work; reviewing the progress of Respondents in carrying out the terms of this Settlement Agreement; conducting such tests related to the Work or the response action as EPA deems necessary; using a camera, sound recording or other documentary type equipment; and verifying the data submitted to EPA by Respondents. Respondents shall permit such persons to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, in any way pertaining to the Work. While on Site, EPA intends to comply with such written safety procedures provided to EPA in advance of EPA's entry that EPA determines are practicable.

66. Respondents may make a claim of business confidentiality for information submitted or made available pursuant to this Settlement Agreement in the manner described in 40 C.F.R. § 2.203(b). Such an assertion shall be adequately substantiated in accordance with 40 C.F.R. § 2.204(e)(4) at the time the assertion is made. Information subject to a confidentiality claim shall be made available to the public by EPA only in accordance with the procedures set forth in 40 C.F.R. Part 2, Subpart B. If no such claim of business confidentiality accompanies the information when it is submitted or made available to EPA, the submitted information may be made available to the public by EPA without further notice to Respondents.
67. Respondents may withhold those records and documents covered by any privilege or protection recognized under federal law and applied by federal courts in actions commenced by the United States. In the event that Respondents withhold as privileged a document requested by EPA, Respondents shall provide EPA with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Respondents. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.
68. No claim of confidentiality or privilege shall be made regarding any data required to be submitted pursuant to this Settlement Agreement including, but not limited to, sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or documents or information evidencing conditions at or around the Site. Nor shall such claims be made for analytical data; Site-related safety data; Site monitoring data; operational logs related to the Work; hazardous waste manifests; identities of treatment, storage and/or storage facilities used; identities of transporters used; or identities of any contractors or subcontractors used in performing the Work required by this Settlement Agreement.

69. Notwithstanding any provision of this Settlement Agreement, EPA retains all of its access and information-gathering authorities and rights under CERCLA and any other applicable statute and regulation.

XII. DISPUTE RESOLUTION

70. Except as provided elsewhere in this Settlement Agreement, if Respondents object to any EPA notification of deficiency, disapproval, or other EPA action taken pursuant to this Settlement Agreement, including billings for oversight costs, Respondents shall notify EPA in writing of its objection(s) within fourteen (14) calendar days of receipt of such notification or action.
71. EPA and Respondents shall have fourteen (14) calendar days from the receipt by EPA of the notification of objection to reach agreement. If agreement cannot be reached on any issue within this fourteen-day period, EPA will provide a written statement of its decision to Respondents. Respondents' obligations under this Settlement Agreement shall not be tolled by submission of any objection for dispute resolution under this Section XII.
72. In order to prevail in any dispute regarding oversight costs, Respondents must demonstrate that the costs have been calculated incorrectly or have been incurred in a manner inconsistent with the NCP.
73. Following resolution of the dispute, as provided by this Section XII, Respondents shall perform the Work that was the subject of the dispute in accordance with the agreement reached or EPA's decision. To the extent that Respondents do not prevail upon resolution of any dispute involving any contested costs other than oversight costs, Respondents shall submit to EPA, within fourteen (14) calendar days of receipt of such resolution, all such costs determined to be owed to EPA, including any accrued interest, as specified in paragraph 75 below. Payment of oversight costs, including interest, following resolution of a dispute shall be governed by Paragraph 88 of this Settlement Agreement.
74. Notwithstanding any other provision of this Settlement Agreement, no action or decision by EPA pursuant to this Settlement Agreement shall give rise to any right to judicial review except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XIII. DELAY IN PERFORMANCE AND STIPULATED PENALTIES

75. For each day, or portion thereof, that Respondents fail to comply with any requirement of this Settlement Agreement at the time and in the manner set forth herein, Respondents shall be liable upon demand by EPA for the sums set forth below as stipulated penalties. All penalties accruing under this Section shall be due and payable to EPA within thirty (30) days after Respondents' receipt from EPA of a demand for payment of the penalties, unless Respondents invoke the dispute resolution procedures under Section XII (Dispute Resolution). Respondents shall make all payments required by this Paragraph to EPA in the manner described in EPA's demand for payment.

76. Stipulated penalties shall accrue in the amount of \$1,500 per calendar day per violation. Neither the accrual of nor demand for stipulated penalties set forth in this Section XIII shall preclude EPA from pursuing other penalties or sanctions available to EPA for Respondents' failure to comply with the requirements of this Settlement Agreement.
77. Notwithstanding any other provisions of this Settlement Agreement, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that may have accrued pursuant to this Section XIII.

XIV. FORCE MAJEURE AND NOTIFICATION OF DELAY

78. Respondents, through their Project Coordinator, shall notify EPA of any delay or anticipated delay in achieving compliance with any requirement of this Settlement Agreement. Such notification shall be made verbally as soon as possible but not later than two (2) calendar days after Respondents, or either one of them, become aware or should have become aware of any such delay or anticipated delay, and in writing no later than seven (7) calendar days after Respondents, or either one of them, become aware, or should have become aware, of such delay or anticipated delay. Such written notification shall be certified by the Project Coordinator in accordance with Section XXII of this Settlement Agreement and shall fully describe the nature of the delay, including how it may affect the Work, RAP, and schedule; the actions that will be or have been taken to mitigate, prevent, and/or minimize further delay, and the timetable according to which the future actions to mitigate, prevent, and/or minimize the delay will be taken. Respondents shall ensure that their Project Coordinator provides Respondents with immediate notification of any project delays. Respondents shall adopt all reasonable measures to avoid and minimize such delay.
79. To the extent Respondents intend to claim that any delay or anticipated delay described by Respondents in accordance with Paragraph 78 was or will be caused by circumstances beyond each of their control, Respondents shall, within fourteen (14) calendar days after Respondents become aware, or should have become aware, of such delay or anticipated delay, submit to EPA a "Notice of Force Majeure" in which Respondents fully demonstrate that the delay was caused by circumstances beyond each of their control which could not have been overcome by due diligence, the necessity of the proposed length of the delay, and that Respondents took and are taking all reasonable measures to avoid and minimize delay. Respondents shall have the burden of proving these facts to EPA. Any "Notice of Force Majeure" shall be certified by a responsible official of Respondents pursuant to Paragraph 103.b of this Settlement Agreement.
80. Any such delay that EPA determines: (1) has resulted or will result from circumstances beyond the control of Respondents, and (2) that could not and cannot be overcome by due diligence on Respondents' part, shall not be deemed to be a violation of Respondents' obligation(s) under this Settlement Agreement, and shall not subject Respondents to stipulated penalties under this Settlement Agreement for that particular delay. In such event, the schedule affected by the delay shall be extended for a period EPA deems

necessary to complete the Work on an expedited basis, but no greater than a period equal to the delay directly resulting from such circumstances. Increased costs of performance of the requirements of this Settlement Agreement or changed economic circumstances shall not be considered circumstances beyond the control of Respondents. Delay in one item or component of Work or the RAP does not justify delay in timely achievement of other items or components. Each delay must be separately addressed and substantiated according to the provisions of Paragraphs 78 and 79 above.

81. Failure of Respondents to comply with the notice requirements of Paragraphs 78 and 79 above shall constitute a waiver of Respondents' right to invoke the benefits of this Section with respect to that event.
82. In the event that EPA and Respondents cannot agree that any delay in compliance with the requirements of this Settlement Agreement has been or will be caused by circumstances beyond the control of Respondents that cannot be overcome by due diligence, the dispute shall be resolved in accordance with the provisions of Section XII (Dispute Resolution) of this Settlement Agreement.

XV. REIMBURSEMENT OF OVERSIGHT COSTS BY RESPONDENTS

83. EPA shall submit to Respondents periodic and/or a final accounting(s) of oversight costs incurred by the U.S. Government with respect to this Settlement Agreement. Oversight costs shall consist of all costs, including indirect costs, incurred by EPA, its employees, agents, contractors, consultants and other authorized and/or designated representatives in connection with EPA's oversight of the Work.
84. Respondents shall make all payments within thirty (30) days of receipt of each bill requiring payment, except as otherwise provided in Paragraph 88 of this Settlement Agreement. Payments of oversight costs shall be made in the following manner:
 - a. All payments shall indicate that the payment is for oversight costs, and shall reference EPA Region III Spill ID Number PAD980692693 and Site ID Number 03W6, the EPA Docket Number CERC-03-2014-0060AC, and the name and address of the Respondent.
 - b. All cashier's checks for oversight costs shall be made payable to **EPA-Hazardous Substances Superfund**;
 - c. All payments for oversight costs made by cashier's check and sent by regular mail shall be addressed to:

U.S. EPA
ATTENTION: Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

- d. All payments for oversight costs made by cashier's check and sent by overnight delivery service shall be addressed for delivery to:

U.S. EPA
ATTENTION: Superfund Payments
U.S. Bank
P.O. Box 979076
Mail Station SL-MO-C2GL
1005 Convention Plaza
St. Louis, MO 63101

- e. All payments for oversight costs made by check in any currency drawn on banks with no USA branches shall be addressed for delivery to:

Cincinnati Finance
US EPA, MS-NWD
26 W. M.L. King Drive
Cincinnati, OH 45268-0001

- f. All payments made by electronic wire transfer shall be directed to:

Federal Reserve Bank of New York
ABA = 021030004
Account No. = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045

Field Tag 4200 of the Fedwire message should read:
D 68010727 Environmental Protection Agency

85. Proof of payment shall simultaneously be sent to EPA's Project Coordinator as provided in Paragraph 57, and to the following:

Docket Clerk (3RC00)
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103-2029

Barbara Borden (3PM30)
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103-2029

86. The total amount to be paid by Respondents pursuant to Paragraph 84 shall be deposited in the North Penn Area 5 Site OU2 Removal Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.
87. If Respondents do not pay oversight costs within thirty (30) days of Respondents' receipt of a bill, Respondents shall pay Interest on the unpaid balance. The Interest on unpaid oversight costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. If EPA receives a partial payment, Interest shall accrue on any unpaid balance. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondent's failure to make timely payments under this Section XV including, but not limited to, payments of stipulated penalties pursuant to Section XIII. Respondent shall make all payments required by this Paragraph in the manner described in Paragraph 84.
88. Respondents may contest payment of any oversight costs invoiced under Paragraph 83 if they determine that EPA has made an accounting error or if they believe EPA incurred such costs as a direct result of an EPA action that was inconsistent with the NCP. Such objection shall be made in writing within thirty (30) days of receipt of the bill and must be sent to the EPA Project Coordinator. Any such objection shall specifically identify the contested oversight costs and the basis for objection. In the event of an objection, Respondents shall, within the 30 day period, pay all uncontested oversight costs to EPA in the manner described in Paragraph 84. Simultaneously, Respondents shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the Commonwealth of Pennsylvania and remit to that escrow account funds equivalent to the amount of the contested oversight costs. Respondents shall send to the EPA Project Coordinator a copy of the transmittal letter and check paying the uncontested oversight costs, and a copy of the correspondence that establishes and funds the escrow account including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, Respondents shall initiate the Dispute Resolution procedures in Section XII (Dispute Resolution). If EPA prevails in the dispute, within five (5) days of the resolution of the dispute, Respondents shall pay the sums due (with accrued Interest) to EPA in the manner described in Paragraph 84. If Respondents prevail concerning any aspect of the contested costs, Respondents shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to EPA in the manner described in Paragraph 84. Respondents shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XII (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondents' obligation to reimburse EPA for oversight costs.

XVI. RESERVATION OF RIGHTS

89. The covenant not to sue set forth in Section XXVI below does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Settlement Agreement is without prejudice to, all rights that EPA may have against Respondents and any other person with respect to all other matters, including, but not limited to:
- a. claims based on a failure by Respondents to meet a requirement of this Settlement Agreement;
 - b. liability for costs, other than oversight costs recoverable under Section XV under this Settlement Agreement, recoverable under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a);
 - c. liability for performance of response action other than the Work;
 - d. criminal liability;
 - e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
 - f. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and
 - g. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site.
90. Except as expressly provided in this Settlement Agreement, (1) each party reserves all rights, claims, interests, and defenses it may otherwise have, and (2) nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Settlement Agreement, including the right to seek injunctive relief and/or the imposition of statutory penalties.
91. As provided by this Settlement Agreement, EPA expressly reserves its right to disapprove of Work performed by Respondents; to halt Work being performed by Respondents if Respondents have not complied with an approved RAP or this Settlement Agreement, or at any time EPA deems necessary to protect public health, welfare, or the environment and to perform such Work; to request and require hereunder that Respondents correct and/or re-perform any and all Work disapproved by EPA; and/or to request or require that Respondents perform response actions in addition to those required by this Settlement Agreement. Further, EPA reserves the right to undertake response action at any time EPA deems appropriate. In the event EPA requires Respondents, and Respondents decline, to correct and/or re-perform any part of the Work that has been disapproved by EPA and/or to perform response actions in addition to those required by this Settlement Agreement, EPA reserves the right to undertake such actions and seek reimbursement of the costs incurred and/or to seek any other appropriate relief. In

addition, EPA reserves the right to undertake removal and/or remedial actions at any time that such actions are appropriate under the NCP and to seek reimbursement for any costs incurred and/or take any other action authorized by law.

92. EPA reserves the right to bring an action against Respondents for recovery of all recoverable costs incurred by the United States, including, but not limited to, any unreimbursed costs related to the oversight of the Work required by this Settlement Agreement, as well as any other costs incurred by the United States in connection with response actions conducted at the Site.
93. This Settlement Agreement concerns certain response actions (Work described in Section VIII, above) concerning the Site. Such response actions might not fully address all contamination at the Site. Subsequent response actions, which may be deemed necessary by EPA, are not addressed by this Settlement Agreement. EPA reserves all rights, including, without limitation, the right to institute legal action against any person(s) in connection with the performance of any response action(s) not addressed by this Settlement Agreement.
94. Nothing in this Settlement Agreement shall limit the authority of the EPA Remedial Project Manager as outlined in the NCP and CERCLA.

XVII. OTHER CLAIMS

95. Nothing in this Settlement Agreement shall constitute or be construed as a release from any claim, cause of action, or demand in law or equity against any person, firm, partnership, or corporation not bound by this Settlement Agreement for any liability it may have relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the Site.

XVIII. OTHER LAWS

96. All Work shall be undertaken in accordance with the requirements of all applicable and/or relevant and appropriate State, and Federal laws and regulations, as required by the NCP.

XIX. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

97. The Effective Date of this Settlement Agreement shall be five (5) days after the transmittal of a fully-executed copy of this Settlement Agreement to counsel for the Respondents.
98. This Settlement Agreement may be amended by mutual agreement of EPA and Respondents. Such amendments shall be in writing and shall have as their Effective Date the date on which such amendments are signed by EPA. Modifications to the EPA-approved RAP and its implementation may be made by mutual agreement of the Project

Coordinators. Such modifications shall be memorialized in writing by the Project Coordinators.

99. Any reports, plans, specifications, schedules, or other submissions required by this Settlement Agreement are, upon approval by EPA, incorporated into this Settlement Agreement. Any non-compliance with such EPA-approved reports, plans, specifications, schedules, or other submissions shall be considered non-compliance with the requirements of this Settlement Agreement and will subject Respondents to the requirements of Section XIII (Delay in Performance and Stipulated Penalties), above. Determinations of non-compliance will be made by EPA, provided that all such determinations are subject to the dispute resolution provisions of Section XII of this Settlement Agreement.
100. No informal advice, guidance, suggestions, or comments by EPA regarding reports, plans, specifications, schedules, or other submissions by Respondents or the requirements of this Settlement Agreement will be construed as relieving Respondents of their obligation to obtain formal approval when required by this Settlement Agreement and to comply with the requirements of this Settlement Agreement unless formally modified.

XX. LIABILITY OF THE UNITED STATES GOVERNMENT

101. Neither the United States Government nor any agency thereof shall be liable for any injuries or damages to persons or property resulting from acts or omissions of Respondents, or of their employees, agents, servants, receivers, successors, or assigns, or of any persons including, but not limited to, firms, corporations, subsidiaries, contractors, or consultants in carrying out the Work, nor shall the United States Government or any agency thereof be held out as a party to any contract entered into by Respondents in carrying out the Work.

XXI. INDEMNIFICATION AND HOLD HARMLESS

102. Respondents agree to indemnify and hold harmless the United States, its agencies, departments, agents, officers, employees, and representatives from any and all causes of action caused by any acts or omissions of Respondents or their contractors in carrying out the work required by this Settlement Agreement.

XXII. CERTIFICATION OF COMPLIANCE

103. Certification of Compliance
 - a. Unless otherwise required by the terms of this Settlement Agreement, any notice, report, certification, data presentation, or other document, which is submitted by Respondents under or pursuant to this Settlement Agreement, and which discusses, describes, demonstrates, or supports any finding or makes any representation concerning Respondents' compliance or non-compliance with any requirement(s) of this Settlement Agreement, shall be certified by each

Respondent, a responsible official of each Respondent, or by the Project Coordinator for Respondents. The term "responsible official" means: (i) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation; or (ii) the manager of one or more manufacturing facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$35 million (in 1987 dollars when the consumer price index was 345.3), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. The "responsible official" of a partnership or sole proprietorship means the general partner or the proprietor, respectively.

- b. The written Final Report required by Paragraph 51 of this Settlement Agreement, any written notification described in Paragraph 70 of this Settlement Agreement, and any "Notice of Force Majeure" described in Paragraph 79 of this Settlement Agreement shall be certified by each Respondent or a responsible official of each Respondent.

104. The certification required by Paragraph 103 of this Settlement Agreement shall be in the following form:

I certify that the information contained in or accompanying this (specify type of submission) is true, accurate, and complete.

I am aware that there are significant penalties for submitting false information including the possibility of fines and imprisonment for knowing violations.

Signature: _____

Name (print): _____

Title: _____

105. Submission of documents pursuant to this Settlement Agreement that are found by EPA to contain false information shall constitute a failure to comply with this Settlement Agreement and shall subject Respondents to, among other things, stipulated penalties whether or not a responsible official of Respondents has certified the document.

XXIII. RECORD RETENTION

106. Until ten (10) years after Respondents' receipt of EPA's notification pursuant to Paragraph 120 (Notice of Completion), Respondents shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in their possession or control or which come into their possession or control that relate in any manner to the performance of the Work or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to

the contrary. Until ten (10) years after Respondents' receipt of EPA's notification pursuant to Paragraph 120 (Notice of Completion), Respondents shall also instruct their contractors and agents to preserve all documents, records, and information of whatever kind, nature, or description relating to performance of the Work.

107. At the conclusion of this document-retention period, Respondents shall notify EPA at least ninety (90) days prior to the destruction of any such records or documents, and, upon request by EPA, Respondents shall deliver any such records or documents to EPA. Respondents may assert that certain documents, records, and other information are privileged under any privilege or protection recognized under federal law and applied by federal courts in actions commenced by the United States. If Respondents assert such a privilege, Respondents shall provide EPA with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Respondents. However, no documents, reports, or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.

XXIV. DEFINITIONS

108. "Business days," as used in this Settlement Agreement, shall mean every day of the week except Saturdays, Sundays, and federal holidays.
109. "Calendar days," as used in this Settlement Agreement, shall mean every day of the week, including Saturdays, Sundays, and federal holidays.
110. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.
111. "Days," as used herein, shall mean "calendar days" unless specified otherwise.
112. "Effective Date" shall be the effective date of this Settlement Agreement as provided in Section XIX.
113. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.
114. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

- 115. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral.
- 116. "Respondents" shall mean Constantia Colmar, Inc. and Stabilus, Inc.
- 117. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.
- 118. "Work," as used herein, shall mean all requirements of this Settlement Agreement, including any modifications hereto.
- 119. All terms not defined herein shall have the meanings set forth in CERCLA and the NCP.

XXV. NOTICE OF COMPLETION

- 120. When EPA determines, after EPA's review and approval of the Final Report required pursuant to Paragraph 51 of this Settlement Agreement, that all response actions specified in Section VIII of this Settlement Agreement have been fully performed, and upon receipt of any penalties assessed by EPA, with the exception of any continuing obligations required by this Settlement Agreement, including those requirements specified in Sections XVI ("Reservation of Rights"), XVII ("Other Claims"), XX ("Liability of the United States"), XXI ("Indemnification and Hold Harmless"), and XXIII ("Record Retention"), EPA will provide a Notice of Completion to Respondents.

XXVI. COVENANT NOT TO SUE BY EPA

- 121. From the Effective Date of this Settlement Agreement, and for as long as EPA determines that the terms of this Settlement Agreement, including any modifications made hereto, are being fully complied with, and except for any proceeding to enforce its terms or collect any applicable costs or penalties, EPA agrees not to sue or take any administrative action against Respondents for the Work required by this Settlement Agreement, including for reimbursement of costs incurred in connection with this Settlement Agreement. This covenant not to sue shall take effect upon the Effective Date and is conditioned upon the complete and satisfactory performance by Respondents of all obligations under this Settlement Agreement including, but not limited to, payment of oversight costs pursuant to Section XV.
- 122. Nothing in this Settlement Agreement shall be construed to limit the rights EPA has reserved under Section XVI of this Settlement Agreement.
- 123. Nothing in this Settlement Agreement shall be construed to grant any rights to persons not a party to this Settlement Agreement. Further, nothing in this Settlement Agreement precludes the United States or Respondents from asserting any claims, causes of action, or demands against any persons not parties to this Settlement Agreement for indemnification, contribution, or cost recovery. Nothing herein diminishes the right of the United States, pursuant to Sections 113(f)(2) and (3) of CERCLA, 42 U.S.C.

§ 9613(f)(2) and (3), to pursue any such persons to obtain additional response costs or response actions and to enter into settlements that provide contribution protection to such persons.

XXVII. COVENANT NOT TO SUE BY RESPONDENTS

124. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, or this Settlement Agreement including, but not limited to:
- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
 - b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Constitution of the Commonwealth of Pennsylvania, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or
 - c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 126 (Waiver of Claims), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraphs 89, but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

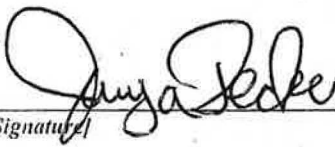
125. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).
126. Respondents agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Respondents with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if
- a. the materials contributed by such person to the Site containing hazardous substances did not exceed the greater of (i) 0.002% of the total volume of waste at the Site, or (ii) 110 gallons of liquid materials or 200 pounds of solid materials.
 - b. This waiver shall not apply to any claim or cause of action against any person meeting the above criteria if EPA has determined that the materials contributed to

the Site by such person contributed or could contribute significantly to the costs of response at the Site. This waiver also shall not apply with respect to any defense, claim, or cause of action that Respondents may have against any person if such person asserts a claim or cause of action relating to the Site against Respondents.

XXVIII. CONTRIBUTION

127. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Respondents are entitled, as of the Effective Date of this Settlement Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), or as may be otherwise provided by law, for “matters addressed” in this Settlement Agreement. The “matters addressed” in this Settlement Agreement are the Work and payment of oversight costs required under this Settlement Agreement.
128. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which Respondents have, as of the date of the Notice of Completion provided for in Section XXV (“Notice of Completion”) of this Settlement Agreement, and subject to any continuing obligations as described in Paragraph 120, resolved their obligations to perform the Work required by this Settlement Agreement.
129. Nothing in this Settlement Agreement precludes the United States or Respondents from asserting any claims, causes of action, or demands for indemnification, contribution, or cost recovery against any persons not parties to this Settlement Agreement. Nothing herein diminishes the right of the United States, pursuant to Sections 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2) and (f)(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2).

FOR CONSTANTIA COLMAR:

 Jerry Decker; CEO Head of Plant
[Signature]

Please Type the Following:

Name: Jerry Decker

Title: Head of Plant

Address: 92 County Line Road Colmar, Pa 18915

FOR STABILUS, INC.:



[Signature]


Please Type the Following:

Name: CRAIG POSPIECH

Title: CFO

Address: 2.17.14

FOR EPA:

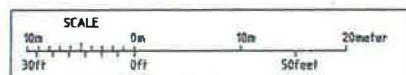


KATHRYN A. HODGKISS

Acting Director, Hazardous Site Cleanup Division
U.S. Environmental Protection Agency
Region III

3/13/2014

Date



TECHNICAL DETAILS:

CHASE 133 - ROTARY BODYWORK 250 - 2500 -
 8 COLOUR PHOTOGRAPHY PRINTING
 8 COLOUR GRAVURE PRINTING + NET LAMINATION
 7 COLOUR GRAVURE PRINTING + NET LAMINATION + GOLD SEAL
 7 COLOUR GRAVURE PRINTING + GOLD SEAL (PRINT OR ROLLERS)
 7 COLOUR GRAVURE PRINTING + GOLD SEAL + OVERLACQUER
 1st, 2nd, 3rd and 5th UNIT REVERSE
 DIRECT FEED 35 DIPPING 1st, 2nd, 3rd and 5th UNIT EXTENDED DRIVER
 ROLL WITH 100% (45% PRINTING ROLLER 4800 x 1,000mm (17'-4")
 UNWRINDING 80,000mm (48") WITH FLYING SPIN
 WORKING UNIT AT LAMINATION UNIT
 1. AIRDRYING COORDINATE TREATOR, AUTOMATIC LIFT CONTROL
 OFFLINE AUTOMATIC LIFTING AND CRUSH REGISTER CONTROL
 1. UNWRIND DRIVER AFTER LIFT + CRUSH
 All 10-40000 PSI 12-40000 PSI 12-40000 PSI PAPER 25-100mm

ESKOS 132 - DIGITAL - 1998
2 COLOUR DIGITAL-INK PRINTING / 7 COLOUR GRANULE PRINTING + LAMINATION
5th, 2nd and 3rd INK REVERSE
MAX. PRINT WIDTH 300mm (14.6"); PRINTING REPEAT 254-300mm (10"-12")
UNIFORM 0.000mm (40") SEMIAUTOMATIC WITH 2 SHAFTS
REMOVED (300") NON-STOP CASTLEVIEW AIR SHAFTS
DIRECT FIRED GAS DRYING, 12% MONITORING
EL 5000000 REJECTOR (200") PET 1500
ALUM 25-60gsm; PET 12-100gsm; PAPER 25-130um

PSDS 104 - VIDEOJET NETZEL - Y1008
6 COLOUR FLECO PRINTING; 1st UNIT REMOVED
MAX. POINT WIDTH 600mm (27"); POINTS/INCH REPEAT 345-710mm (13.5"-28")
LN/REMOVED NETZEL (26.5") MONO
BEST PRO MARK EAGLE SCAN WEB VIDEO SYSTEM; AUTOMATIC LEL CONTROL
DIRECT FIRED GAS DRYING
ALL 0-50µm

PROCESS 141 - KROCHIT - Y1006
5 COLOUR FLECO PRINTING, 141 UNIT REVERSE
MAX. PRINT WIDTH 700mm (30.7"), PRINT REPEAT 345-710mm (13.5-28")
UN/REVERSE 6072mm (28.5") MONO
ORIGET FUSED GAS DRYING, AUTOMATIC LEL CONTROL
BIST PRO MARK EAGLE SCAN WEB VIDEO SYSTEM
ALL 9-50µm

SEAMER 305 + SEAMER 308 DON Y2003
PURIFICATION + SEAM TAPE + OSCILLATION
SIZE RANGE 20-250mm - MACHINE 306
SIZE RANGE 15-230mm - MACHINE 305
MAX. I.D. 6800mm (24")
BUTT OR DISSECTION SPLICING
GALGES 30-100µm
SIDE, CENTER OR OFF CENTER SEAM LOCATION
HEAT SHRINKAGE PLOT, PET, OPS

SPLITTER 200 - COGNOL SCORRO HYDRAULIC - 1988
TYPE DUPLEX CENTER SURFACE
SPLIT WIDTH 20-750mm (0.8"-29.5"); SHEAR TYPE SPLITTING
MAX. MECHANICAL SPEED 230cm/min (900rpm)
UNWIND Ø 635mm (25"); REWIND Ø 305mm (12")
ALL 0-50cm

SLITTING 330 - DOUBLE SCISSOR WATERWAY - 11664
TYPE DUPLEX CENTER SURFACE WITH COATING STATION
SLIT WIDTH 20-760mm (0.8"-29.5") SCARF TYPE SLITTING
MAX MECHANICAL SPEED 100m/min (432in/min)
UNWIND 9635mm (35') REWIND 4112mm (16')
ALL 6-30mm

SLITTING 2-1/2" - 202201 SWISS HORNBLASE - Y12004
TYPE SLITTING CENTER SLITTING
SLIT WIDTH 20-750mm (0.8"-29.5"); 14-TEAR TYPE SLITTING
MAX MECHANICAL SPEED 230m/min (4822mm)
LN/NNN 6722mm (20"); RETURN 6412mm (18")
All 6-50mm

SLITTING - SLEIGH BAR TYPE - 17500
TYPE DUPLEX CENTER WINDER WITH FRICTION SHAFTS AND LAY-ON ROLLERS
MAX. WEB WIDTH 1,000mm (39")
MINIMUM SLIT WIDTH 38mm (1.5") SERRA AND RAZOR TYPE SLITTING
MAX. MECHANICAL SPEED 450m/min (1,478ft/min)
UNWIND ϕ 66mm (4") REWIND ϕ 76mm (3")
O.D.


SPLITTER 333 - (HATCH) RAINING/1988 - 1998
TYPE: DUPLEX CENTER WINDER WITH FRICTION SHAFTS AND LAY-ON ROLLERS
MAX. REEL WIDTH 1,800mm (63")
MINIMUM SPLIT WIDTH 30mm (1.2") SHEAR AND RAZOR TYPE SLITTING
MAX. MECHANICAL SPEED 450m/min (1,476ft/min)
UNWIND ϕ 0.0mm (40") REWIND ϕ 762mm (30")

FILM
 MONERATIVE DEER - Y1006
 TYPE: REGENERATIVE THERMAL DRYDOWN (RTD) WITH 2 VERTICAL FLOW TOWERS
 HOT GAS RETARD FLOW: HIGH SOLVENT LOADS
 MAX. VOLUME: 32,000 cfm (34,000 m³/A)
 MAX. SOLVENT LOAD: 5000/hr (4.2 m³/m³)
 AUTOTHERMAL SOLVENT LOAD: 2000/hr (2.1 m³/m³)
 THERMAL EFFICIENCY: 54% OVERALL DESTRUCTION EFFICIENCY: 98%

BENZMANN - YOUNG
PARTS WASHING MACHINE TYPE 200B-10; USEABLE BINER LENGTH 1,600mm
SOLVENT DISTILLATION SYSTEM TYPE M20; DISTILLER CAPACITY 32-60L/h
SOLVENT CONTENT 22%

DATACODE FORMULA ONE - Y1982
AUT. DISPENSING UNIT WITH 24 DISPENSING VALVES FOR 200L (55GALLON) DRUMS
60kg SCALES WITH SCALE READABILITY OF 0.108AM

Figure 2

<i>Constantia</i>		<i>Teich</i> 	
Importing H&N GROUP		Name/Seller Christian	
Shipping H&N PACK LAYOUT		Mailshot: 1:000	Return: 05.09.2006
Z.Nr. 20887		L.Nr. 30/00	